



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

January 29, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 January 29, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR
DESIGN AND CONSTRUCTION OF GRADE SEPARATION PROJECTS
COUNTY OF LOS ANGELES-LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY
UNINCORPORATED COUNTY AREA AND THE CITIES OF EL MONTE, INDUSTRY,
MONTEBELLO, PICO RIVERA, AND POMONA
(SUPERVISORIAL DISTRICTS 1 AND 4)
(3 VOTES)**

SUBJECT

This action is to approve the cooperative agreement with the Alameda Corridor-East Construction Authority covering design and construction of County of Los Angeles and Los Angeles County Flood Control District facilities impacted by the Alameda Corridor East grade separation program in the unincorporated County area and the Cities of El Monte, Industry, Montebello, Pico Rivera, and Pomona, and find that these grade separation projects are statutorily exempt from the California Environmental Quality Act.

IT IS RECOMMENDED THAT THE BOARD:

1. Find these grade separation projects statutorily exempt from the California Environmental Quality Act.

2. Approve and instruct the Chairman of the Board to sign the cooperative agreement between the County of Los Angeles, the Los Angeles County Flood Control District, and the Alameda Corridor-East Construction Authority covering design and construction of the County of Los Angeles and Los Angeles County Flood Control District facilities impacted by the Alameda Corridor-East grade separation program, with the Alameda Corridor-East Construction Authority financing all expenses for the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to execute the cooperative agreement between the County of Los Angeles, the Los Angeles County Flood Control District, and the Alameda Corridor East (ACE) Construction Authority covering design, construction, and maintenance of the County and District facilities impacted by ACE's grade separation program.

The agreement will cover eight ACE grade separation projects within the County and District's jurisdiction. The grade separation projects covered by this agreement are the Baldwin Avenue grade separation in the City of El Monte, Durfee Avenue grade separation in the City of Pico Rivera, Fairway Drive (Alhambra Subdivision) grade separation in the City of Industry, Fullerton Road (Los Angeles Subdivision) grade separation in the City of Industry, Hamilton Boulevard grade separation in the City of Pomona, Puente Avenue grade separation in the City of Industry and unincorporated County area, Greenwood Avenue in the City of Montebello, and Rose Hills Road (Los Angeles Subdivision) in the City of Industry and unincorporated County area.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3). This project will improve traffic flow and safety, enhance the community environment for County residents, and foster economic vitality thereby improving their quality of life.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The cooperative agreement provides for the County and District to provide design review, construction inspection, engineering support during construction, and related activities for portions of the project work within the County and District jurisdictions. The actual cost of services rendered by the County and District will be financed by the Road Fund and Flood Control District Fund and will be fully reimbursed by ACE. Prior to initiating a project, ACE will provide the conceptual plans of the work and a written authorization for the County and District to initiate plan review on the project.

Based on the conceptual plans, the County and District will provide the cost estimate of the work, to be approved by ACE, and will notify ACE when their expenditures reach 75 percent of the authorized estimate, such that ACE can authorize additional funds and amend the written authorization.

The funds to finance this work are included in First and Fourth Supervisorial Districts' Road Construction Programs in the Fiscal Year 2012-13 Road Fund Budget and the Flood Control District Fund Budget. The County and District estimate \$400,000 in services during Fiscal Year 2012-13. Funds for services rendered in the future will be included in the budget submittals for the appropriate fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed cooperative agreement has been approved, as to form, by County Counsel.

This agreement provides for ACE to provide to the County and District all preliminary engineering services, such as preparation of construction plans and specifications and environmental documents. ACE will acquire all necessary permits, easements and right of way, and will provide construction engineering/management services. ACE will finance all the individual project costs including all costs associated with the County and District facilities impacted by the projects.

As part of these projects, there is the potential for District facilities to be relocated and reconstructed and new drainage facilities to be constructed and transferred to the District. The projects also include pump stations that will be operated and maintained by the District. For projects within the unincorporated area, the County will review modifications to the roadway, sewer, and other County-maintained improvements. Cities may request the County to review the design and technical reports relating to construction of City-maintained facilities within their jurisdictions. The County agrees to enforce available rights under existing franchise agreements with utility companies that have facilities that may conflict with the proposed highway improvements. The County and District will be responsible for providing construction inspection and design support during construction of the projects for their current and future facilities.

Upon completion of the grade separation projects and with concurrence from the County and District, ACE will relinquish to the County and District all ownership and maintenance responsibilities for the facilities within County and District jurisdiction. ACE has agreed to reimburse the County and District for its design review, construction inspection, design support during construction, and real estate activities following construction.

ENVIRONMENTAL DOCUMENTATION

Grade separation projects, which eliminate an existing grade crossing or which reconstructs an existing grade separation, are statutorily exempt from the California Environmental Quality Act pursuant to Section 21080.13 of the Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will improve the quality of life for County residents traveling in the San Gabriel Valley through enhanced safety, increased mobility, and improved air quality. The County and District are being reimbursed for the services rendered, and there will be no adverse impacts to the County or District.

CONCLUSION

Please return one adopted copy of this letter and three originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:JTW:pr

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT
REGARDING THE DESIGN AND CONSTRUCTION OF GRADE SEPARATION
PROJECTS
BY THE ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY
ON BEHALF OF
THE COUNTY OF LOS ANGELES

THIS AGREEMENT, made and entered into and effective this 29th day of January, 2013, by and between the COUNTY OF LOS ANGELES and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, political subdivisions of the State of California, (hereinafter referred to respectively as COUNTY and DISTRICT), whose mailing address is 900 South Fremont Avenue, Alhambra, California 91803, and the ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority, (hereinafter referred to as ACE), whose mailing address is 4900 Rivergrade Road, Suite A120, Irwindale, California, 91706, with the COUNTY, DISTRICT, and ACE individually also referred to herein as PARTY and collectively as PARTIES.

RECITALS

WHEREAS, ACE contemplates designing and constructing highway/railroad grade separations as set forth in Exhibit A, each of which grade separations are also referred to herein as PROJECT and collectively as PROJECTS; and

WHEREAS, COUNTY proposes to review plans and specifications, issue permits, provide inspection, and accept future ownership and maintenance for those portions of PROJECTS within DISTRICT jurisdiction and unincorporated COUNTY; and

WHEREAS, ACE proposes to reimburse COUNTY for the actual costs COUNTY and DISTRICT incur for the work COUNTY and DISTRICT perform in conjunction with this AGREEMENT, and as described herein; and

WHEREAS, before COUNTY and DISTRICT begin work on each PROJECT, ACE shall provide authorization in writing to COUNTY and DISTRICT.

WITNESSETH

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. COUNTY WORK shall include all PROJECT related work by COUNTY and DISTRICT employees to attend meetings, submit and receive correspondence, review studies, reports, plans, specifications, estimates, issue permits, conduct

construction inspections, and design support during construction for those portions of PROJECTS to be owned and/or maintained by COUNTY and DISTRICT.

- b. COUNTY WORK shall also include any work by COUNTY and DISTRICT employees specifically requested by ACE.

(2) ACE AGREES:

- a. To provide COUNTY and DISTRICT written authorization for use of this AGREEMENT for each individual PROJECT, including any additional PROJECT information or conditions for COUNTY and DISTRICT to review and use. This AGREEMENT shall have no force or effect with respect to any PROJECT without written authorization executed by ACE, COUNTY, and DISTRICT.
- b. To deliver to COUNTY and DISTRICT, for its review, comment, and acceptance, as appropriate, all necessary preliminary and final engineering of those portions of PROJECTS pertaining to the construction of, or connection to, COUNTY and DISTRICT owned infrastructure, or construction within COUNTY and DISTRICT owned right of way, including plans and specifications, record of survey, traffic control plans, and utility identification and location, including all required accounting for PROJECTS.
- c. To use the American Public Works Association Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction (Green Book), as modified by the COUNTY's Additions and Amendments to the Standard Specifications for Public Works Construction (Gray Book), California Manual on Uniform Traffic Control Devices, as well as the State of California Department of Transportation Standard Plans and Standard Specifications (Caltrans Standards) for PROJECTS.
- d. To act as lead agency and obtain all applicable environmental approvals as required from Federal, State, and local agencies for the PROJECTS.
- e. To obtain all required authorizations and permits from government agencies and the Union Pacific Railroad Company necessary to design and construct the PROJECTS.
- f. To obtain a right-of-entry permit for COUNTY and DISTRICT to enter Union Pacific Railroad right of way for purposes of performing COUNTY WORK.
- g. To pay for all Union Pacific Railroad costs for railroad flagging and associated matters to enable COUNTY and DISTRICT to enter railroad right of way for purposes of the PROJECTS.

- h. To acquire the necessary rights of way and easements required for roadway, storm drain, and sewer maintenance purposes in accordance with the COUNTY and DISTRICT's real estate requirements and to transfer same to COUNTY and DISTRICT after PROJECT completion. For right of way that will be quit claimed to COUNTY or DISTRICT, to provide COUNTY or DISTRICT, as appropriate, with copies of the vesting deeds.
- i. To transfer the right of way acquired for storm drain, roadway, and sanitary sewer purposes for a PROJECT to COUNTY or DISTRICT, as appropriate, in conformance with the terms of this AGREEMENT and upon the satisfaction of the COUNTY and DISTRICT, with the Environmental Site Assessment, Title, and other COUNTY and DISTRICT requirements.
- j. To prepare, at no cost to COUNTY and DISTRICT, all necessary plans, specifications, and cost estimates and to obtain COUNTY and DISTRICT approval thereof prior to a PROJECT being advertised for construction bids.
- k. To reimburse COUNTY and DISTRICT for all actual costs COUNTY and DISTRICT incur for design and construction of the PROJECTS.
- l. To review written estimates provided to ACE by COUNTY and DISTRICT for COUNTY WORK and provide written authorization to proceed with COUNTY WORK based on a mutual agreement of estimated costs.
- m. Upon completion of a PROJECT, to furnish COUNTY and DISTRICT with a complete set of full size as-built plans and an electronic copy of the as-built plans within sixty (60) days of acceptance of work.

(3) COUNTY AGREES:

- a. To provide ACE all available plans and survey data of existing COUNTY and DISTRICT infrastructure necessary to design PROJECTS.
- b. To notify ACE in writing when the costs for the ACE authorized COUNTY WORK for a PROJECT will exceed seventy-five percent (75%) of the authorized estimate.
- c. To inform ACE in writing within fifteen (15) days after receipt of each set of plans, preliminary studies, specifications, and/or cost estimates from ACE for a PROJECT, if any of the materials are incomplete or if additional information is necessary in order to facilitate COUNTY's and DISTRICT's review of the materials.

- d. To review and provide to ACE any comments and suggestions to, or required approvals/disapprovals of each set of plans, studies, specifications, and/or cost estimates for a PROJECT submitted to COUNTY within thirty (30) days after receipt of the complete materials.
- e. To furnish to ACE, following the execution of the AGREEMENT, an invoice with COUNTY's and DISTRICT's actual costs of COUNTY WORK authorized by ACE and incurred prior to the execution of this AGREEMENT.
- f. To submit to ACE itemized invoices for the actual costs of COUNTY WORK for a PROJECT not more often than every thirty (30) days.
- g. To furnish an accounting of final actual cost for COUNTY WORK for a PROJECT and provide ACE an invoice of the same within one hundred twenty (120) days after acceptance of PROJECT by COUNTY and DISTRICT, including acceptance of all real property.
- h. To accept all rights of way acquired for storm drain, roadway, and sanitary sewer purposes for the PROJECT within COUNTY and DISTRICT jurisdiction, upon satisfaction of the site assessment, title, and other COUNTY and DISTRICT requirements.
- i. To enforce available rights under existing franchise agreements if existing public and/or private utilities conflict with the construction of PROJECTS.
- j. To enter into a separate agreement and pay one hundred percent (100%) of PROJECT engineering, construction, and administration costs for COUNTY requested betterments as defined in Section (5).
- k. To provide design support and inspection of the PROJECTS as appropriate to COUNTY and DISTRICT's interest, which costs shall be paid by ACE.
- l. To accept road, sewer, and storm drain maintenance responsibilities of those facilities within the COUNTY's and DISTRICT's jurisdictional area, upon completion of all work for a PROJECT performed in accordance with this AGREEMENT and after concurrence by COUNTY and DISTRICT. Prior to such concurrence, COUNTY shall perform a final inspection, and any COUNTY or DISTRICT concerns shall be satisfactorily addressed by ACE prior to COUNTY and DISTRICT concurrence.

(4) DISTRICT AGREES:

- a. That COUNTY will represent DISTRICT and DISTRICT's interests in all matters relating to the PROJECTS and DISTRICT's involvement.

(5) IT IS MUTUALLY AGREED AS FOLLOWS:

- a. Should any portion of PROJECTS be financed with funds with specific expenditure requirements or limitations, all applicable laws, regulations, and policies relating to the use of such funds shall apply notwithstanding other provisions of this AGREEMENT.
- b. That advertisement and construction by ACE of those portions of each PROJECT that lie within COUNTY and DISTRICT rights of way or affect COUNTY or DISTRICT facilities shall not commence until ACE's final construction plans involving such work have been reviewed and approved by the COUNTY's Director of Public Works, or his/her designated agent.
- c. That during the course of plan preparation, COUNTY or DISTRICT may request ACE to include additional work in a PROJECT. Said work shall be considered betterment if it is not directly required by the proposed work shown in Exhibit A, is not eligible for, or within the scope of, the funding appropriated to ACE for PROJECT, or is not designated as a required mitigation measure for PROJECT. In addition, the term betterment shall include any COUNTY or DISTRICT funded work that COUNTY or DISTRICT desires to have constructed concurrently with PROJECT and for which ACE is able to reasonably accommodate in PROJECT. A separate agreement shall be executed defining the terms and conditions, under which betterment is to be engineered, constructed, financed, operated, and maintained.
- d. ACE will pay all invoices submitted for actual costs incurred by COUNTY and DISTRICT in relation to ACE authorized COUNTY WORK within thirty (30) days following receipt, except for those costs that may be disputed by ACE. The COUNTY and DISTRICT shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) days of receipt of ACE's written notice of disputed charges. ACE shall make payment of the previously disputed charges or submit written justification for nonpayment within thirty (30) days after the date of COUNTY's and DISTRICT's written justification.
- e. If the location of existing public and/or private utilities conflicts with the construction of PROJECT, ACE will identify such utilities and make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. COUNTY or DISTRICT may choose to coordinate and inspect such protection, relocation, or removal work, at their discretion. If there are costs of such protection, relocation, or removal, ACE will pay one hundred (100) percent of the cost of said protection, relocation, or removal plus costs of engineering overhead and inspection. Nothing in this AGREEMENT shall restrict or affect ACE's, COUNTY's or DISTRICT's ability to enter into separate agreements with utilities for any purpose, including for reimbursements of utility costs for protection, relocation, maintenance, or removal of utility facilities.

- f. COUNTY, DISTRICT and ACE, jointly, or as may be determined between them, shall be responsible for entering into a Construction and Maintenance Agreement(s) with the Union Pacific Railroad Company for the PROJECTS as it relates to the responsibilities of the tracks, rights of way, and other facilities owned by the Union Pacific Railroad Company. ACE will be responsible for preparing any required agreement(s).
- g. That in the construction of a PROJECT, ACE will furnish a resident engineer at no cost to COUNTY and DISTRICT to oversee the PROJECT, and COUNTY and DISTRICT may furnish their own representative. If material changes to the approved plans and specifications will impact those portions of PROJECT to be owned and/or maintained by COUNTY and DISTRICT, the ACE resident engineer will obtain the COUNTY and DISTRICT's representative approval before authorizing said changes. The contractor shall abide by the decisions of ACE's resident engineer as the sole and primary directive for all PROJECT work.
- h. Prior to COUNTY and DISTRICT acceptance of all necessary environmental documents, including the final site assessment, and plans, specifications, and cost estimates prepared by ACE for the PROJECT, ACE will confer with COUNTY, in good faith, to obtain COUNTY and DISTRICT concurrence that the environmental documents and plans, specifications, and cost estimates have been completed in conformance with COUNTY and DISTRICT's adopted design standards and specifications. Should PARTIES be unable to agree on completion of PROJECT environmental documents and plans, specifications, and cost estimates as discussed herein, then PARTIES shall meet and confer, in good faith, to resolve the disagreement. If the disagreement has not been resolved at the end of thirty (30) days, then the disagreement will be submitted to mediation in accordance with the Mediation Rules of the American Arbitration Association. PARTIES shall equally share in the costs of mediation and the mediator shall be acceptable to the PARTIES. If PARTIES are unable to agree on the selection of a mediator, then assistance will be obtained from the American Arbitration Association. PARTIES agree to participate in mediation and any associated negotiations for a period of at least sixty (60) days. If the disagreement cannot be resolved through mediation, the disagreement may be submitted to binding arbitration if PARTIES so agree at the time.
- i. ACE, the San Gabriel Valley Council of Governments, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, ACE INDEMNITEES) shall have no liability to COUNTY or DISTRICT for any act or omission by COUNTY, DISTRICT, or any other person, and COUNTY and/or DISTRICT, as appropriate, pursuant to Government Code Section 895.4, shall indemnify, defend (using legal counsel of COUNTY's or DISTRICT's own choosing), protect and hold harmless ACE INDEMNITEES from and against, any liabilities, as defined in Section (5), paragraph (k), or legal challenges to the PROJECT arising out of any act or

omission by COUNTY and/or DISTRICT under or in connection with any work, authority, breach of any obligation under this AGREEMENT or work activities associated with the PROJECT, including betterments, and delegated to COUNTY and/or DISTRICT under this AGREEMENT. Any rights of COUNTY and/or DISTRICT to inspect, review, and/or approve of PROJECT design or construction shall not signify that ACE relinquishes management or control over such design or construction.

- j. COUNTY, DISTRICT, its special districts and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, COUNTY INDEMNITEES) shall have no liability to ACE for any act or omission by ACE INDEMNITEES or any other person acting on behalf of ACE, and ACE, pursuant to Government Code Section 895.4, shall indemnify, defend (using legal counsel of ACE's own choosing), protect and hold harmless COUNTY INDEMNITEES from and against, any liabilities, as defined in Section (5), paragraph (k), or legal challenges to the PROJECT arising out of any act or omission by ACE under or in connection with any work, authority, breach of any obligation under the AGREEMENT or work activities associated with the PROJECT, including betterments, and delegated to ACE under this AGREEMENT.
- k. The term "liabilities" used in Section (5), paragraphs (i) and (j), shall mean any and all judgments, awards, claims, demands, liabilities, injury (as defined by Government Code Section 810.8), obligations, litigation, fines, penalties, fees (including, without limitation, expert witness fees, engineering and defense costs, and legal fees), costs (including, without limitation, any and all costs involved in instituting a direct condemnation proceeding, and any and all costs involved in defending an inverse condemnation proceeding, and any and all cost involved in an environmental cleanup or archaeological discovery), expenses (including, without limitation, attorneys' fees and court costs), proceedings, suits, and actions of whatever kind, and damages of any nature whatsoever (including, without limitation, bodily injury, death, personal injury, or property damage).
- l. Every notice, demand, request, or other document or instrument delivered pursuant to this AGREEMENT shall be in writing, and shall be either personally delivered, by Federal Express or other reputable overnight courier, sent by facsimile transmission with telephonic confirmation of actual receipt and the original subsequently delivered by other means, or sent by certified United States mail, postage prepaid return receipt requested, to the addresses set forth below, or to such other address as a PARTY may designate from time to time:

COUNTY or DISTRICT: Mr. Patrick V. DeChellis
Deputy Director
County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: (626) 458-4004
Fax: (626) 458-4024

ACE: Mr. Mark Christoffels
Deputy Chief Executive Officer
ACE Construction Authority
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Telephone: (626) 962-9292
Fax: (626) 962-3552

- m. This AGREEMENT constitutes the entire understanding and agreement of the PARTIES and integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the subject matter hereof, and supersedes all negotiations or previous agreements between the PARTIES with respect to all or part of the subject matter hereof.
- n. This AGREEMENT may be amended in writing at any time by the mutual consent of the PARTIES. No amendment shall have any force or effect unless executed in writing by the PARTIES.
- o. If any term, provision, covenant, or condition of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall continue in full force and effect, unless PARTIES would be materially altered or abridged by such interpretation.
- p. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.
- q. Except as set forth herein, no PARTY shall assign or otherwise transfer this AGREEMENT or its right of interest or any part thereof to any third party without the prior written consent of the PARTIES. Such consent shall not be unreasonably withheld. No assignment of this AGREEMENT shall relieve the assigning PARTY of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the assignee.

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IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their respective officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

ALAMEDA CORRIDOR-EAST
CONSTRUCTION AUTHORITY

By *Mark Ridley-Thomas*
Chairman, Board of Supervisors

By *George N. Ruck*
Chief Executive Officer

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles



ATTEST:

By *Theresa Stanley*
Secretary

By *Chris [Signature]*
Deputy

APPROVED AS TO FORM:

By *Joseph F. [Signature]*
ACE General Counsel

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

BY *Mark Ridley-Thomas*
Chairman, Los Angeles County Flood
Control District

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel



25TH

JAN 29 2013

By *Michael [Signature]*
Deputy

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Chris [Signature]*
Deputy

77913

EXHIBIT A

Phase I Grade Separations

- Baldwin Avenue (City of El Monte)

Phase II Grade Separations

- Durfee Avenue (City of Pico Rivera)
- Fairway Drive (Alhambra Subdivision) (City of Industry)
- Fullerton Road (Los Angeles Subdivision) (City of Industry)
- Hamilton Boulevard (City of Pomona)
- Puente Avenue (City of Industry and unincorporated County)
- Greenwood Avenue (City of Montebello)
- Rose Hills Road (Los Angeles Subdivision) (City of Industry and unincorporated County)